

EXHIBIT

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From: Aber, Alexander <AAber@foleyhoag.com>
Sent: Wednesday, January 29, 2020 3:58 PM
To: 'psych555@aol.com' <psych555@aol.com>; David Nickless <dnickless@NPOlegal.com>
Subject: RE: Autism Intervention Specialists acquisition by Pacific Child & Family Associates

Likewise, Nassim. Attached are the final disclosure schedules to the purchase agreement, which were delivered to the buyers at signing.

From: psych555@aol.com <psych555@aol.com>
Sent: Wednesday, January 29, 2020 1:55 PM
To: dnickless@NPOlegal.com
Cc: Aber, Alexander <AAber@foleyhoag.com>
Subject: RE: Autism Intervention Specialists acquisition by Pacific Child & Family Associates

Hi Alex hope you're well would you please send my attorney David Nickless a copy of the final disclosure schedules thank you so much and have a nice rest of the week

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

On Wednesday, January 29, 2020, David Nickless <dnickless@NPOlegal.com> wrote:

Attorney Aber, thank you for your swift reply and willingness to cooperate. Based upon your e-mail below and unless I hear from you to the contrary I will assume that the Disclosure Schedules were, if not attached to the Purchase Agreement, provided to the buyer at or around the closing.

Dave Nickless

Nassim, please provide Attorney Aber by "reply all" to this e-mail the OK to forward the Disclosure Schedules to me.

From: Aber, Alexander <AAber@foleyhoag.com>
Sent: Tuesday, January 28, 2020 6:06 PM
To: David Nickless <dnickless@NPOlegal.com>
Subject: RE: Autism Intervention Specialists acquisition by Pacific Child & Family Associates

Thanks for your email and voicemail, David. I'm happy to provide a copy of the final disclosure schedules on Nassim's instructions. Please ask Nassim to send me an email for the file.

Regards,

Alex

Alex Aber | Partner

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155 Seaport Boulevard
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From: David Nickless <dnickless@NPOlegal.com>

Sent: Tuesday, January 28, 2020 3:29 PM

To: Aber, Alexander <AAber@foleyhoag.com>

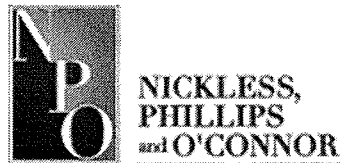
Subject: Autism Intervention Specialists acquisition by Pacific Child & Family Associates

Attorney Aber:

I left a message a few minutes ago. You handled the sale by Nassim Aoude and Autism Intervention Specialists (AIS) of AIS' business in 2013. The agreement refers to a number of "Disclosure Schedules" including specifically Schedule 4.21. I represent Mr. Aoude in litigation in the Bankruptcy Court in Worcester. My outstanding question concerns whether Mr. Aoude and AIS disclosed litigation pending at the time of the sale with Behavioral Concepts. My client finally located a draft packet of what appears to be the Disclosure Schedules last night. I attach the 1st page and the page covering pending litigation. Although counsel and I may have an agreement acknowledging that the litigation was disclosed, neither party can locate the copy that was or at least should have been attached to the Purchase Agreement. If your office can locate the final document or you can identify from the tag at the bottom of the pages that this was exchanged with buyer's counsel (Brooks Gruemmer of McDermott, Will & Emery in Chicago), it will eliminate the one factual issue in question. FYI when saved, the document states it is draft 002.

Please call if you require further information or otherwise require Mr. Aoude's consent to disclose anything to me. I thank you in advance for any information you can provide.

David Nickless



DAVID M. NICKLESS, ESQ.

NICKLESS, PHILLIPS AND O'CONNOR | ATTORNEYS AT LAW

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The following schedules (the "Disclosure Schedules") include information and disclosures required by, and contain exceptions to, the representations and warranties made by the Company and the Member in that certain Equity Interest Purchase Agreement, dated as of October 18, 2013, by and among Nassim Aoude, Autism Intervention Specialists, LLC, PCF Opco Holdings, LLC and the other parties thereto (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

The information and disclosures contained in one section of the Disclosure Schedules shall qualify and be deemed to be disclosed and incorporated by reference in each section of the Disclosure Schedule as though fully set forth therein (whether or not specific cross-references are made) where such disclosure and information would be appropriate or applicable. The information and disclosures set forth herein shall not expand in any way the scope or effects of any representations or warranties made by the Company or the Member in the Agreement, or create any covenant on the part of the Company or the Member. Except as otherwise limited herein, all information and disclosures contained herein are made as of the Closing Date and the accuracy thereof is confirmed only as of that date and not at any time thereafter.

The inclusion of any item in the Disclosure Schedules (i) does not represent a determination that such item is material or establish a standard of materiality, (ii) does not represent a determination that such item did not arise in the ordinary course of business, and (iii) shall not constitute, or be deemed to be, an admission to any party concerning such item. In addition, matters reflected in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected herein. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

The Disclosure Schedules include brief descriptions or summaries of certain agreements and documents, copies of which have been made available to Buyer, and the terms and provisions of which are incorporated herein by reference where appropriate. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the agreements and documents themselves.

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SCHEDULE 4.1(a) ORGANIZATION, QUALIFICATION, AND POWER

Jurisdiction of Organization: Massachusetts

Other Jurisdictions: Connecticut; New Hampshire

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SCHEDULE 4.1(b) ORGANIZATION, QUALIFICATION, AND POWER

Nassim Aoude is the sole member of the Company, which is managed by the sole member.

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SCHEDULE 4.21 LITIGATION

1. On August 5, 2012, the Company and the Member filed a complaint against John Best in United District Court, District of Massachusetts, alleging defamation and seeking injunctive relief and damages (Autism Intervention Specialists, LLC et al v. Best, Docket No. 12-cv-11647-RBC). The parties reached a settlement, and all claims were dismissed on October 26, 2012.
2. On December 14, 2012, Behavioral Concepts, Inc. and Jeffrey Robinson, Ph.D. filed a complaint against the Company, the Member and Joseph Carreiro in Worcester County Superior Court, Commonwealth of Massachusetts, alleging defamation, tortious interference with business relations and unfair methods of competition and seeking injunctive relief and damages (Behavioral Concepts, Inc et al v. Autism Intervention Specialists, LLC et al, Docket No. WOCV2012-02484-C). An amended complaint and jury demand was filed on January 10, 2013.